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 9 JOHN C. GREEN, LOUIS J. LOPEZ and JOHN C. PYLE

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA

12 JASON O. WATSON,
 13 Plaintiff
 14 vs.

15 JOSE L. MARIN, JOHN C. GREEN, LOUIS
 16 J. LOPEZ, JOHN C. PYLE, ZUMA PRESS,
 17 INC., MAINSTREAM DATA, INC., AND
 18 JOHN DOES 1-10,
 19 Defendants

20 JOHN C. GREEN, LOUIS J. LOPEZ, JOHN
 21 C. PYLE,
 22 Counterclaimants
 23 vs.

24 JASON O. WATSON, AND DOES 1-10,
 25 Counterdefendants

Case No: LACV11-5566 SJO (RZ)
 ANSWER OF JOHN C. GREEN, LOUIS J.
 LOPEZ and JOHN C. PYLE TO
 COMPLAINT AND COUNTERCLAIMS

JURY TRIAL DEMANDED

FAXED

26 COME NOW Defendants JOHN C. GREEN, LOUIS J. LOPEZ, JOHN C. PYLE
 27 (hereafter collectively "CAL SPORT MEDIA"), severing themselves from each and every other
 28 Defendant and in their individual capacities, and herewith answer the Complaint of JASON O.
 WATSON (hereafter "Plaintiff") as follows:

1. Answering Paragraph 1 of Plaintiff's Complaint, CAL SPORT MEDIA is
 without sufficient knowledge or information to form a belief as to the truth of the allegations

1 contained in said paragraph, and on that basis denies each and every allegation contained therein.

2 2. Answering Paragraph 2 of Plaintiff's Complaint, CAL SPORT MEDIA is
3 without sufficient knowledge or information to form a belief as to the truth of the allegations
4 contained in said paragraph, and on that basis denies each and every allegation contained therein.

5 3. Answering Paragraph 3 of Plaintiff's Complaint, CAL SPORT MEDIA is
6 without sufficient knowledge or information to form a belief as to the truth of the allegations
7 contained in said paragraph, and on that basis denies each and every allegation contained therein.

8 4. Answering Paragraph 4 of Plaintiff's Complaint, CAL SPORT MEDIA is
9 without sufficient knowledge or information to form a belief as to the truth of the allegations
10 contained in said paragraph, and on that basis denies each and every allegation contained therein.

11 5. Answering Paragraph 5 of Plaintiff's Complaint, CAL SPORT MEDIA is
12 without sufficient knowledge or information to form a belief as to the truth of the allegations
13 contained in said paragraph, and on that basis denies each and every allegation contained therein.

14 6. Answering Paragraph 6 of Plaintiff's Complaint, CAL SPORT MEDIA admits
15 John C. Green is a citizen of Beaumont, California, who owns and operates Cal Sport Media in
16 partnership with Louis J. Lopez and John C. Pyle.

17 7. Answering Paragraph 6 of Plaintiff's Complaint, CAL SPORT MEDIA admits
18 Louis J. Lopez is a citizen of Fontana, California, who owns and operates Cal Sport Media in
19 partnership with John C. Green and John C. Pyle.

20 8. Answering Paragraph 6 of Plaintiff's Complaint, CAL SPORT MEDIA admits
21 John C. Pyle is a citizen of Buellton, California, who owns and operates Cal Sport Media in
22 partnership with John C. Green and Louis J. Lopez.

23 9. Answering Paragraph 9 of Plaintiff's Complaint, CAL SPORT MEDIA is
24 without sufficient knowledge or information to form a belief as to the truth of the allegations
25 contained in said paragraph, and on that basis denies each and every allegation contained therein.

26 10. Answering Paragraph 10 of Plaintiff's Complaint, CAL SPORT MEDIA is
27 without sufficient knowledge or information to form a belief as to the truth of the allegations
28 contained in said paragraph, and on that basis denies each and every allegation contained therein.

1 11. Answering Paragraph 11 of Plaintiff's Complaint, CAL SPORT MEDIA is
2 without sufficient knowledge or information to form a belief as to the truth of the allegations
3 contained in said paragraph, and on that basis denies each and every allegation contained therein.

4 12. Answering Paragraph 12 of Plaintiff's Complaint, CAL SPORT MEDIA is
5 without sufficient knowledge or information to form a belief as to the truth of the allegations
6 contained in said paragraph, and on that basis denies each and every allegation contained therein.

7 13. Answering Paragraph 13 of Plaintiff's Complaint, CAL SPORT MEDIA is
8 without sufficient knowledge or information to form a belief as to the truth of the allegations
9 contained in said paragraph, and on that basis denies each and every allegation contained therein.

10 14. Answering Paragraph 14 of Plaintiff's Complaint, CAL SPORT MEDIA is
11 without sufficient knowledge or information to form a belief as to the truth of the allegations
12 contained in said paragraph, and on that basis denies each and every allegation contained therein.

13 15. Answering Paragraph 15 of Plaintiff's Complaint, CAL SPORT MEDIA denies
14 each and every allegation contained therein.

15 16. Answering Paragraph 16 of Plaintiff's Complaint, CAL SPORT MEDIA is
16 without sufficient knowledge or information to form a belief as to the truth of the allegations
17 contained in said paragraph, and on that basis denies each and every allegation contained therein.

18 17. Answering Paragraph 17 of Plaintiff's Complaint, CAL SPORT MEDIA is
19 without sufficient knowledge or information to form a belief as to the truth of the allegations
20 contained in said paragraph, and on that basis denies each and every allegation contained therein.

21 18. Answering Paragraph 18 of Plaintiff's Complaint, CAL SPORT MEDIA is
22 without sufficient knowledge or information to form a belief as to the truth of the allegations
23 contained in said paragraph, and on that basis denies each and every allegation contained therein.

24 19. Answering Paragraph 19 of Plaintiff's Complaint, CAL SPORT MEDIA is
25 without sufficient knowledge or information to form a belief as to the truth of the allegations
26 contained in said paragraph, and on that basis denies each and every allegation contained therein.

27 20. Answering Paragraph 20 of Plaintiff's Complaint, CAL SPORT MEDIA is
28 without sufficient knowledge or information to form a belief as to the truth of the allegations

1 contained in said paragraph, and on that basis denies each and every allegation contained therein.

2 21. Answering Paragraph 21 of Plaintiff's Complaint, CAL SPORT MEDIA is
3 without sufficient knowledge or information to form a belief as to the truth of the allegations
4 contained in said paragraph, and on that basis denies each and every allegation contained therein.

5 22. Answering Paragraph 22 of Plaintiff's Complaint, CAL SPORT MEDIA re-
6 alleges each of his prior responses to the paragraph re-alleged therein.

7 23. Answering Paragraph 23 of Plaintiff's Complaint, CAL SPORT MEDIA is
8 without sufficient knowledge or information to form a belief as to the truth of the allegations
9 contained in said paragraph, and on that basis denies each and every allegation contained therein.

10 24. Answering Paragraph 24 of Plaintiff's Complaint, CAL SPORT MEDIA is
11 without sufficient knowledge or information to form a belief as to the truth of the allegations
12 contained in said paragraph, and on that basis denies each and every allegation contained therein.

13 25. Answering Paragraph 25 of Plaintiff's Complaint, CAL SPORT MEDIA is
14 without sufficient knowledge or information to form a belief as to the truth of the allegations
15 contained in said paragraph, and on that basis denies each and every allegation contained therein.

16 26. Answering Paragraph 26 of Plaintiff's Complaint, CAL SPORT MEDIA is
17 without sufficient knowledge or information to form a belief as to the truth of the allegations
18 contained in said paragraph, and on that basis denies each and every allegation contained therein.

19 27. Answering Paragraph 27 of Plaintiff's Complaint, CAL SPORT MEDIA is
20 without sufficient knowledge or information to form a belief as to the truth of the allegations
21 contained in said paragraph, and on that basis denies each and every allegation contained therein.

22 20. Answering Paragraph 20 of Plaintiff's Complaint, CAL SPORT MEDIA is
23 without sufficient knowledge or information to form a belief as to the truth of the allegations
24 contained in said paragraph, and on that basis denies each and every allegation contained therein.

25 28. Answering Paragraph 28 of Plaintiff's Complaint, CAL SPORT MEDIA is
26 without sufficient knowledge or information to form a belief as to the truth of the allegations
27 contained in said paragraph, and on that basis denies each and every allegation contained therein.

28 29. Answering Paragraph 29 of Plaintiff's Complaint, CAL SPORT MEDIA re-

1 alleges each of his prior responses to the paragraph re-alleged therein.

2 30. Answering Paragraph 30 of Plaintiff's Complaint, CAL SPORT MEDIA is
3 without sufficient knowledge or information to form a belief as to the truth of the allegations
4 contained in said paragraph, and on that basis denies each and every allegation contained therein.

5 31. Answering Paragraph 31 of Plaintiff's Complaint, CAL SPORT MEDIA is
6 without sufficient knowledge or information to form a belief as to the truth of the allegations
7 contained in said paragraph, and on that basis denies each and every allegation contained therein.

8 32. Answering Paragraph 32 of Plaintiff's Complaint, CAL SPORT MEDIA is
9 without sufficient knowledge or information to form a belief as to the truth of the allegations
10 contained in said paragraph, and on that basis denies each and every allegation contained therein.

11 33. Answering Paragraph 33 of Plaintiff's Complaint, CAL SPORT MEDIA is
12 without sufficient knowledge or information to form a belief as to the truth of the allegations
13 contained in said paragraph, and on that basis denies each and every allegation contained therein.

14 34. Answering Paragraph 34 of Plaintiff's Complaint, CAL SPORT MEDIA is
15 without sufficient knowledge or information to form a belief as to the truth of the allegations
16 contained in said paragraph, and on that basis denies each and every allegation contained therein.

17 35. Answering Paragraph 35 of Plaintiff's Complaint, CAL SPORT MEDIA is
18 without sufficient knowledge or information to form a belief as to the truth of the allegations
19 contained in said paragraph, and on that basis denies each and every allegation contained therein.

20 36. Answering Paragraph 36 of Plaintiff's Complaint, CAL SPORT MEDIA is
21 without sufficient knowledge or information to form a belief as to the truth of the allegations
22 contained in said paragraph, and on that basis denies each and every allegation contained therein.

23 37. Answering Paragraph 37 of Plaintiff's Complaint, CAL SPORT MEDIA is
24 without sufficient knowledge or information to form a belief as to the truth of the allegations
25 contained in said paragraph, and on that basis denies each and every allegation contained therein.

26 38. Answering Paragraph 38 of Plaintiff's Complaint, CAL SPORT MEDIA re-
27 alleges each of his prior responses to the paragraph re-alleged therein.

28 39. Answering Paragraph 39 of Plaintiff's Complaint, CAL SPORT MEDIA is

1 without sufficient knowledge or information to form a belief as to the truth of the allegations
2 contained in said paragraph, and on that basis denies each and every allegation contained therein.

3 40. Answering Paragraph 40 of Plaintiff's Complaint, CAL SPORT MEDIA is
4 without sufficient knowledge or information to form a belief as to the truth of the allegations
5 contained in said paragraph, and on that basis denies each and every allegation contained therein.

6 41. Answering Paragraph 41 of Plaintiff's Complaint, CAL SPORT MEDIA is
7 without sufficient knowledge or information to form a belief as to the truth of the allegations
8 contained in said paragraph, and on that basis denies each and every allegation contained therein.

9 42. Answering Paragraph 42 of Plaintiff's Complaint, CAL SPORT MEDIA is
10 without sufficient knowledge or information to form a belief as to the truth of the allegations
11 contained in said paragraph, and on that basis denies each and every allegation contained therein.

12 43. Answering Paragraph 43 of Plaintiff's Complaint, CAL SPORT MEDIA is
13 without sufficient knowledge or information to form a belief as to the truth of the allegations
14 contained in said paragraph, and on that basis denies each and every allegation contained therein.

15 44. Answering Paragraph 44 of Plaintiff's Complaint, CAL SPORT MEDIA is
16 without sufficient knowledge or information to form a belief as to the truth of the allegations
17 contained in said paragraph, and on that basis denies each and every allegation contained therein.

18 45. Answering Paragraph 45 of Plaintiff's Complaint, CAL SPORT MEDIA is
19 without sufficient knowledge or information to form a belief as to the truth of the allegations
20 contained in said paragraph, and on that basis denies each and every allegation contained therein.

21 46. Answering Paragraph 46 of Plaintiff's Complaint, CAL SPORT MEDIA re-
22 alleges each of his prior responses to the paragraph re-alleged therein.

23 47. Answering Paragraph 47 of Plaintiff's Complaint, CAL SPORT MEDIA is
24 without sufficient knowledge or information to form a belief as to the truth of the allegations
25 contained in said paragraph, and on that basis denies each and every allegation contained therein.

26 48. Answering Paragraph 48 of Plaintiff's Complaint, CAL SPORT MEDIA is
27 without sufficient knowledge or information to form a belief as to the truth of the allegations
28 contained in said paragraph, and on that basis denies each and every allegation contained therein.

1 49. Answering Paragraph 49 of Plaintiff's Complaint, CAL SPORT MEDIA is
2 without sufficient knowledge or information to form a belief as to the truth of the allegations
3 contained in said paragraph, and on that basis denies each and every allegation contained therein.

4 50. Answering Paragraph 50 of Plaintiff's Complaint, CAL SPORT MEDIA is
5 without sufficient knowledge or information to form a belief as to the truth of the allegations
6 contained in said paragraph, and on that basis denies each and every allegation contained therein.

7 51. Answering Paragraph 51 of Plaintiff's Complaint, CAL SPORT MEDIA is
8 without sufficient knowledge or information to form a belief as to the truth of the allegations
9 contained in said paragraph, and on that basis denies each and every allegation contained therein.

10 52. Answering Paragraph 52 of Plaintiff's Complaint, CAL SPORT MEDIA is
11 without sufficient knowledge or information to form a belief as to the truth of the allegations
12 contained in said paragraph, and on that basis denies each and every allegation contained therein.

13 53. Answering Paragraph 53 of Plaintiff's Complaint, CAL SPORT MEDIA re-
14 alleges each of his prior responses to the paragraph re-alleged therein.

15 54. Answering Paragraph 54 of Plaintiff's Complaint, CAL SPORT MEDIA is
16 without sufficient knowledge or information to form a belief as to the truth of the allegations
17 contained in said paragraph, and on that basis denies each and every allegation contained therein.

18 55. Answering Paragraph 55 of Plaintiff's Complaint, CAL SPORT MEDIA is
19 without sufficient knowledge or information to form a belief as to the truth of the allegations
20 contained in said paragraph, and on that basis denies each and every allegation contained therein.

21 56. Answering Paragraph 56 of Plaintiff's Complaint, CAL SPORT MEDIA is
22 without sufficient knowledge or information to form a belief as to the truth of the allegations
23 contained in said paragraph, and on that basis denies each and every allegation contained therein.

24 57. Answering Paragraph 57 of Plaintiff's Complaint, CAL SPORT MEDIA is
25 without sufficient knowledge or information to form a belief as to the truth of the allegations
26 contained in said paragraph, and on that basis denies each and every allegation contained therein.

27 58. Answering Paragraph 58 of Plaintiff's Complaint, CAL SPORT MEDIA is
28 without sufficient knowledge or information to form a belief as to the truth of the allegations

1 contained in said paragraph, and on that basis denies each and every allegation contained therein.

2 59. Answering Paragraph 59 of Plaintiff's Complaint, CAL SPORT MEDIA is
3 without sufficient knowledge or information to form a belief as to the truth of the allegations
4 contained in said paragraph, and on that basis denies each and every allegation contained therein.

5 60. Answering Paragraph 60 of Plaintiff's Complaint, CAL SPORT MEDIA is
6 without sufficient knowledge or information to form a belief as to the truth of the allegations
7 contained in said paragraph, and on that basis denies each and every allegation contained therein.

8 61. Answering Paragraph 61 of Plaintiff's Complaint, CAL SPORT MEDIA is
9 without sufficient knowledge or information to form a belief as to the truth of the allegations
10 contained in said paragraph, and on that basis denies each and every allegation contained therein.

11 62. Answering Paragraph 62 of Plaintiff's Complaint, CAL SPORT MEDIA re-
12 alleges each of his prior responses to the paragraph re-alleged therein.

13 63. Answering Paragraph 63 of Plaintiff's Complaint, CAL SPORT MEDIA is
14 without sufficient knowledge or information to form a belief as to the truth of the allegations
15 contained in said paragraph, and on that basis denies each and every allegation contained therein.

16 64. Answering Paragraph 64 of Plaintiff's Complaint, CAL SPORT MEDIA is
17 without sufficient knowledge or information to form a belief as to the truth of the allegations
18 contained in said paragraph, and on that basis denies each and every allegation contained therein.

19 65. Answering Paragraph 65 of Plaintiff's Complaint, CAL SPORT MEDIA is
20 without sufficient knowledge or information to form a belief as to the truth of the allegations
21 contained in said paragraph, and on that basis denies each and every allegation contained therein.

22 66. Answering Paragraph 66 of Plaintiff's Complaint, CAL SPORT MEDIA is
23 without sufficient knowledge or information to form a belief as to the truth of the allegations
24 contained in said paragraph, and on that basis denies each and every allegation contained therein.

25 67. Answering Paragraph 67 of Plaintiff's Complaint, CAL SPORT MEDIA is
26 without sufficient knowledge or information to form a belief as to the truth of the allegations
27 contained in said paragraph, and on that basis denies each and every allegation contained therein.

28 68. Answering Paragraph 68 of Plaintiff's Complaint, CAL SPORT MEDIA is

1 without sufficient knowledge or information to form a belief as to the truth of the allegations
2 contained in said paragraph, and on that basis denies each and every allegation contained therein.

3 69. Answering Paragraph 69 of Plaintiff's Complaint, CAL SPORT MEDIA is
4 without sufficient knowledge or information to form a belief as to the truth of the allegations
5 contained in said paragraph, and on that basis denies each and every allegation contained therein.

6 70. Answering Paragraph 70 of Plaintiff's Complaint, CAL SPORT MEDIA is
7 without sufficient knowledge or information to form a belief as to the truth of the allegations
8 contained in said paragraph, and on that basis denies each and every allegation contained therein.

9 71. Answering Paragraph 71 of Plaintiff's Complaint, CAL SPORT MEDIA re-
10 alleges each of his prior responses to the paragraph re-alleged therein.

11 72. Answering Paragraph 72 of Plaintiff's Complaint, CAL SPORT MEDIA is
12 without sufficient knowledge or information to form a belief as to the truth of the allegations
13 contained in said paragraph, and on that basis denies each and every allegation contained therein.

14 73. Answering Paragraph 73 of Plaintiff's Complaint, CAL SPORT MEDIA is
15 without sufficient knowledge or information to form a belief as to the truth of the allegations
16 contained in said paragraph, and on that basis denies each and every allegation contained therein.

17 74. Answering Paragraph 74 of Plaintiff's Complaint, CAL SPORT MEDIA is
18 without sufficient knowledge or information to form a belief as to the truth of the allegations
19 contained in said paragraph, and on that basis denies each and every allegation contained therein.

20 75. Answering Paragraph 75 of Plaintiff's Complaint, CAL SPORT MEDIA re-
21 alleges each of his prior responses to the paragraph re-alleged therein.

22 76. Answering Paragraph 76 of Plaintiff's Complaint, CAL SPORT MEDIA is
23 without sufficient knowledge or information to form a belief as to the truth of the allegations
24 contained in said paragraph, and on that basis denies each and every allegation contained therein.

25 77. Answering Paragraph 77 of Plaintiff's Complaint, CAL SPORT MEDIA is
26 without sufficient knowledge or information to form a belief as to the truth of the allegations
27 contained in said paragraph, and on that basis denies each and every allegation contained therein.

28 78. Answering Paragraph 78 of Plaintiff's Complaint, CAL SPORT MEDIA is

1 without sufficient knowledge or information to form a belief as to the truth of the allegations
2 contained in said paragraph, and on that basis denies each and every allegation contained therein.

3 79. Answering Paragraph 79 of Plaintiff's Complaint, CAL SPORT MEDIA re-
4 alleges each of his prior responses to the paragraph re-alleged therein.

5 80. Answering Paragraph 80 of Plaintiff's Complaint, CAL SPORT MEDIA is
6 without sufficient knowledge or information to form a belief as to the truth of the allegations
7 contained in said paragraph, and on that basis denies each and every allegation contained therein.

8 81. Answering Paragraph 81 of Plaintiff's Complaint, CAL SPORT MEDIA is
9 without sufficient knowledge or information to form a belief as to the truth of the allegations
10 contained in said paragraph, and on that basis denies each and every allegation contained therein.

11 82. Answering Paragraph 82 of Plaintiff's Complaint, CAL SPORT MEDIA is
12 without sufficient knowledge or information to form a belief as to the truth of the allegations
13 contained in said paragraph, and on that basis denies each and every allegation contained therein.

14 **AFFIRMATIVE DEFENSES**

15 1. As and for a first, separate and distinct affirmative defense to the Complaint, and
16 each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiff's Complaint
17 fails to state facts sufficient to constitute a cause of action against CAL SPORT MEDIA.

18 2. As and for a second, separate and distinct affirmative defense to the Complaint,
19 and each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiff's
20 claims are barred under the Fair Use Doctrine.

21 3. As and for a third, separate and distinct affirmative defense to the Complaint, and
22 each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiff's claims are
23 barred by the Doctrine of Estoppel.

24 4. As and for a fourth, separate and distinct affirmative defense to the Complaint,
25 and each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiff's claims
26 are barred due to the lack of copyrightable subject matter.

27 5. As and for a fifth, separate and distinct affirmative defense to the Complaint, and
28 each and every cause of action thereof. CAL SPORT MEDIA alleges that Plaintiff's claims are

1 bared by the Doctrine of Independent Creation.

2 6. As and for a sixth, separate and distinct affirmative defense to the Complaint, and
3 each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiff's claims are
4 barred due to an express or implied license.

5 7. As and for a seventh, separate and distinct affirmative defense to the Complaint,
6 and each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiff's claims
7 are bared by the Doctrine of Laches.

8 8. As and for an eighth, separate and distinct affirmative defense to the Complaint,
9 and each and every cause of action thereof. CAL SPORT MEDIA alleges that Plaintiff's claims
10 are bared by a defect in the copyright registration(s).

11 9. As and for a ninth, separate and distinct affirmative defense to the Complaint, and
12 each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiff's claims are
13 barred due to the lack of copyright registration(s).

14 10. As and for a tenth, separate and distinct affirmative defense to the Complaint, and
15 each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiffs claims are
16 barred by the applicable Statute of Limitations.

17 11. As and for a eleventh, separate and distinct affirmative defense to the Complaint,
18 and each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiffs claims
19 are barred by the Doctrine of Waiver.

20 12. As and for a twelfth, separate and distinct affirmative defense to the Complaint,
21 and each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiffs claims
22 are barred due to improper, or the omission of, copyright notice.

23 13. As and for a thirteenth, separate and distinct affirmative defense to the
24 Complaint, and each and every cause of action thereof, CAL SPORT MEDIA alleges that
25 Plaintiffs claims are barred by the Doctrine of Unclean Hands.

26 14. As and for a fourteenth, separate and distinct affirmative defense to the
27 Complaint, and each and every cause of action thereof, CAL SPORT MEDIA alleges that
28 Plaintiff failed to mitigate his damages. The damages claimed by Plaintiff could have been

1 mitigated by due diligence on Plaintiffs part or by one acting under similar circumstances. The
2 failure to mitigate is a bar to recovery under the Complaint.

3 15. As and for a fifteenth, separate and distinct affirmative defense to the Complaint,
4 and each and every cause of action thereof, CAL SPORT MEDIA alleges on information and
5 belief that the sole and proximate cause of the acts complained of by Plaintiff were due to the
6 acts and/or omissions of persons and entities other than CAL SPORT MEDIA.

7 16. As and for a sixteenth, separate and distinct affirmative defense to the Complaint,
8 and each and every cause of action thereof, CAL SPORT MEDIA alleges that his conduct was
9 not the cause in fact, or the proximate cause, of any of the losses alleged by Plaintiff.

10 17. As and for a seventeenth, separate and distinct affirmative defense to the
11 Complaint, and each and every cause of action thereof. CAL SPORT MEDIA alleges that
12 Plaintiff's claims are barred in whole or in part by the Doctrine of Innocent Infringement.

13 18. As and for an eighteenth, separate and distinct affirmative defense to the
14 Complaint, and each and every cause of action thereof, CAL SPORT MEDIA alleges that
15 Plaintiffs claims are barred by Plaintiffs own negligence, carelessness, recklessness, or other fault
16 in an about the matters alleged in the Complaint.

17 19. As and for a nineteenth, separate and distinct affirmative defense to the
18 Complaint, and each and every cause of action thereof. CAL SPORT MEDIA alleges that
19 Plaintiffs claims are bared by the Doctrine of Consent.

20 20. As and for a twentieth, separate and distinct affirmative defense to the Complaint,
21 and each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiff's claims
22 are bared by Plaintiffs abandonment of their alleged rights in issue.

23 21. As and for a twenty-first, separate and distinct affirmative defense to the
24 Complaint, and each and every cause of action thereof, CAL SPORT MEDIA alleges that
25 Plaintiffs claims are barred due to the Doctrine of Copyright Misuse.

26 22. As and for a twenty-second, separate and distinct affirmative defense to the
27 Complaint, and each and every cause of action thereof, CAL SPORT MEDIA alleges that
28 Plaintiffs claims are barred by the First Sale Doctrine.

23. As and for a twenty-third, separate and distinct affirmative defense to the Complaint, and each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiffs claims are barred by the Doctrine of Acquiescence.

24. As and for a twenty-fourth, separate and distinct affirmative defense to the Complaint, and each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiffs claims are barred by the Doctrine that One Who Seeks Equity Must Do Equity.

25. As and for a twenty-fifth, separate and distinct affirmative defense to the Complaint, and each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiffs claims are barred by the Doctrine of Unjust Enrichment.

26. As and for a twenty-sixth, separate and distinct affirmative defense to the Complaint, and each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiffs claims are barred due to the uncertainty of the pleadings in the Complaint.

27. As and for a twenty-seventh, separate and distinct affirmative defense to the Complaint, and each and every cause of action thereof, CAL SPORT MEDIA alleges that Plaintiffs claims are barred by the First Amendment to the U.S. Constitution.

WHEREFORE, this answering CAL SPORT MEDIA prays for judgment as follows:

1. That Plaintiff takes nothing by his Complaint;
2. For reasonable attorney's fees and costs of suit incurred herein; and
3. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

RAY K. SHAHANI
ATTORNEY AT LAW

Dated: October 3, 2011

By: _____

Ray K. Shahani, Esq.
**Attorney for Defendants John C. Green,
Louis J. Lopez and John C. Pyle**

///

///

COUNTERCLAIM FOR DAMAGES

1. This is a counterclaim for damages for the actions of JASON O. WATSON (hereafter "Watson" or "Plaintiff"), and DOES 1 through 10, inclusive (collectively "Counterdefendants") for the actions of each of them, in damaging JOHN C. GREEN, LOUIS J. LOPEZ, JOHN C. PYLE (hereafter collectively "CAL SPORT MEDIA," or "Counterclaimants").

JURISDICTION & VENUE

2. This Court has jurisdiction of this matter under 28 U.S.C. §§ 1332, 1338 and 1367. The issues in the underlying dispute generally involve matters of federal copyright law, and this Counterclaim is based on state-law claims arising from Counterdefendants' conduct in this dispute, including breach of contract, interference with contract, business defamation and slander, intentional infliction of emotional distress, unfair business practices, unjust enrichment, and conspiracy.

3. Venue is proper in this judicial district under 28 U.S.C. § 1391. All of the allegations arise from facts, situations and circumstances identical to those described in Counterdefendants complaint against CAL SPORT MEDIA for affirmative relief, a substantial part of the events alleged occurred in this judicial district, and the Counterdefendants are subject to personal jurisdiction in this judicial district.

PARTIES

4. Counterclaimant JOHN C. GREEN is an individual and citizen of Beaumont, California. Counterclaimant LOUIS J. LOPEZ is an individual and citizen of Fontana, California. Counterclaimant JOHN C. PYLE is an individual and citizen of Buellton, California. JOHN C. GREEN, LOUIS J. LOPEZ, JOHN C. PYLE co-own and operate as partners in CAL SPORT MEDIA.

5. On information and belief, Plaintiff and Counterdefendants Watson is an individual residing in Santa Clara County in the State of California, and a party to this action. Counterclaimant does not know the true names of Counterdefendants DOES 1 through 10, inclusive, and therefore sues them by those fictitious names.

6. On information and belief, each Counterdefendants sued herein was acting as the agent or employee of each of the other Counterdefendants, and in doing the acts alleged herein, was acting within the course and scope of such agency and/or employment, and/or authorized, ratified, aided, abetted, cooperated with, and/or conspired with one another to do the acts alleged herein.

FACTUAL ALLEGATIONS

9. MARIN sent WATSON their standard “Photographer Representative Agreement” document on Oct. 31, 2007. This document was not signed by either party.

11. MARIN never accepted any version of any agreement document with amendments by WATSON.

13. Counterclaimants attempted to resolve this matter informally, but was continually subjected to harassment, oppression and unreasonable demands for payment. The California Supreme Court has held that conduct such as this amounts to extortion as a matter of law. See *Flalley 1'. Mauro*, 39 CalAth 299, 328-29 WA (2006).

(Breach of Contract, CCP 1559)

1 a third person, may be enforced by him at any time before the parties thereto rescind it."

2 15. On October 31, 2007, JOSE MARIN (hereafter "MARIN") tendered a written
3 PHOTOGRAPHER REPRESENTATIVE AGREEMENT to WATSON. The "Agreement"
4 between WATSON and MARIN comprised terms included in either or both or neither of the
5 Agreement tendered to WATSON on October 31, 2007 as well as that version of Exhibit A of the
6 Plaintiff's Complaint, said Agreement was made expressly for the benefit of "Clients" of
7 MARIN, i.e., end-user purchasers and/or licensees of photographic images.

8 16. CAL SPORT MEDIA is a client and licensee of MARIN, in that CAL SPORT
9 MEDIA receives images from MARIN for sales and licensing. Upon sale or license of images
10 received from MARIN, CAL SPORT MEDIA transmits commission in the amount of 50% of the
11 sale price or licensing royalty amount to MARIN as per a written agreement between MARIN
12 and CAL SPORT MEDIA. MARIN has agreed to indemnify CAL SPORT MEDIA against
13 claims by third parties arising from their written agreement.

14 17. WATSON breached the agreement between himself and MARIN by committing
15 the following acts or omissions:

- 16 - WATSON competed directly with MARIN and, consequently, with all of the
17 Clients of MARIN, by engaging in sales and marketing and licensing of the exact
18 same images he transmitted to MARIN for sales and/or licensing by Clients of
19 MARIN;
- 20 - WATSON failed to provide images as promised, resulting in MARIN having a
21 very small number of images to market for sales or licensing;
- 22 - WATSON failed to attach proper, complete metadata to his images prior to
23 transmission to MARIN as required by the Agreement with MARIN;
- 24 - WATSON failed to provide images as requested by MARIN;
- 25 - WATSON failed to inform MARIN and its Clients, including but not limited to
26 CAL SPORT MEDIA, when and on what basis he terminated his agreement with
27 MARIN.

28 18. By breaching of the agreement with MARIN, WATSON has caused damages to

1 CAL SPORT MEDIA. WATSON has sued agents and sub-agents and Clients of CAL SPORT
 2 MEDIA who relied upon the representations made by WATSON in his Agreement with MARIN,
 3 thus interfering with agreement and contracts between CAL SPORT MEDIA and other third
 4 parties, WATSON has slandered and defamed the good will and reputation of CL SPORT
 5 MEDIA to the extent that CAL SPORT MEDIA has and continues to suffer financially from said
 6 bad acts of WATSON, WATSON has caused intentional infliction of mental distress on the part
 7 of CAL SPORT MEDIA, its members individually,, their families and friends, business
 8 associates, employees, etc.

9 19. CAL SPORT MEDIA has no adequate remedy at law, and therefore, unless
 10 enjoined, WATSON will cause irreparable business damages to CAL SPORT MEDIA.

11 SECOND CAUSE OF ACTION

12 (Civil Harassment, CCP 527.6)

13 20. Counterclaimants re-alleges and incorporates by reference Paragraphs 1 through
 14 19 above.

15 21. WATSON has engaged in a willful and intentional course of conduct that
 16 annoys, alarms, threatens and harasses innocent individuals and businesses related to alleged
 17 unlawful or unauthorized use of allegedly his photographic images.

18 22. Said "course of conduct" by WATSON has been a pattern of conduct composed
 19 of a series of acts over a period of time, however short, committed by both WATSON and his
 20 attorney WRIGHT, acting under color of law, evidencing a continuity of purpose, including
 21 following and stalking the individual members of CAL SPORT MEDIA and its clients and sub-
 22 agents and customers, making harassing telephone calls of CAL SPORT MEDIA and its clients
 23 and sub-agents and customers, and sending harassing email, letters, and other correspondence to
 24 members of CAL SPORT MEDIA and its clients and sub-agents and customers, by means
 25 including, but not limited to, public and private mails, interoffice mail, fax, and/or computer
 26 e-mail.

27 23. The course of conduct has been such as would cause a reasonable person to
 28 suffer substantial emotional distress, and has actually caused substantial emotional distress to the

1 individual COUNTERCLAIMANTS, i.e., JOHN C. GREEN, LOUIS J. LOPEZ, AND JOHN C.
2 PYLE.

3 24. CAL SPORT MEDIA is entitled to reasonable attorneys fees for violation of
4 CCP 527.6.

5 25. CAL SPORT MEDIA has no adequate remedy at law, and therefore, unless
6 enjoined, WATSON will cause irreparable business damages to CAL SPORT MEDIA.

7 THIRD CAUSE OF ACTION

8 (Defamation, Slander and Libel, CCP 44 et seq.)

9 26. Counterclaimants re-alleges and incorporates by reference Paragraphs 1 through
10 25 above.

11 27. WATSON has committed acts of libel against CAL SPORT MEDIA and each of
12 its partners by his false and unprivileged publications, by his writing, printing, and other fixed
13 representation to the eye, such as in the form of a publically filed Complaint, which exposes the
14 partners of CAL SPORT MEDIA to hatred, contempt, ridicule, or obloquy, and which has caused
15 CAL SPORT MEDIA and its members to be shunned or avoided, and which has had the
16 tendency to injure CAL SPORT MEDIA and its partners in their occupation.

17 28. Said defamation is libel on its face.

18 29. WATSON has engaged in slander, a false and unprivileged publication, orally
19 uttered, or communicated by mechanical means, which has injured CAL SPORT MEDIA and its
20 partners in respect to their office, profession, trade and business, by imputing to them general
21 disqualification in those respects which the occupation peculiarly requires, i.e., honesty with
22 respect to payment of royalty fees to artists and photographers, and by imputing dishonesty with
23 reference to the profession, trade, and business of photographic image licensing that has a natural
24 tendency to lessen its profits, and, which by natural consequence, causes actual damage.

25 30. CAL SPORT MEDIA has no adequate remedy at law, and therefore, unless
26 enjoined, WATSON will cause irreparable business damages to CAL SPORT MEDIA.

27 FOURTH CAUSE OF ACTION

28 (Intentional Infliction of Emotional Distress)

1 31. Counterclaimants re-alleges and incorporates by reference Paragraphs 1 through
2 30 above.

3 32. Counterdefendants' conduct alleged in this Counterclaim was outrageous.
4 Counterdefendants intended to cause, or had a reckless disregard of the probability of causing,
5 emotional distress to Counterclaimant. Counterclaimant did suffer severe emotional distress
6 which was actually and proximately caused by Counterdefendants conduct. Counterdefendants
7 damaged Counterclaimant in an amount to be demonstrated at trial.

FIFTH CAUSE OF ACTION

(Unfair Business Practices - CaL Bus. & Prof Code Section §17200, et seq)

10 33. Counterclaimants re-alleges and incorporates by reference Paragraphs 1 through
11 32 above.

34. The aforesaid acts of Counterdefendants, and each of them, constitute unfair competition, all in violation of Cal. Bus. & Prof. Code Section § 17200, c/ seq. , (West 2008).

14 35. As a direct and proximate result of Counterdefendants' unlawful actions,
15 Counterclaimant has suffered and will continue to suffer irreparable injury. Counterclaimant is
16 entitled to preliminary and permanent injunctive relief, and recovery of monetary damages
17 according to proof.

SIXTH CAUSE OF ACTION

(Unjust Enrichment)

20 36. Counterclaimants re-alleges and incorporates by reference Paragraphs 1 through
21 35 above.

22 37. By the aforesaid wrongful acts, Counterdefendants, and each of them, have and
23 are attempting to unjustly enrich themselves.

24 38. As a direct and proximate result of Counterdefendants' unlawful actions,
25 Counterclaimant has suffered and will continue to suffer irreparable injury. Counterclaimants are
26 entitled to an award of monetary relief, costs, and reasonable attorney's fees.

SEVENTH CAUSE OF ACTION

(Conspiracy)

1 39. Counterclaimants re-alleges and incorporates by reference Paragraphs 1 through
2 38 above.

3 40. By the aforesaid wrongful acts, Counterdefendants, and each of them, conspired
4 with one another to commit the wrongful acts alleged above.

5 41. As a direct and proximate result of Counterdefendants' unlawful actions,
6 Counterdefendants, and each of them, are jointly and severally liable for payment of the damages
7 prayed for herein.

8 EIGHTH CAUSE OF ACTION

9 (Punitive or Exemplary Damages)

10 42. Counterclaimants re-alleges and incorporates by reference Paragraphs 1 through
11 41 above.

12 43. The aforesaid wrongful acts of Counterdefendants, were willful, wanton and
13 malicious, and were undertaken with the intent to injure Counterclaimants, and, further, with a
14 knowing and intentional disregard for Counterclaimants' rights.

15 44. By reason of the foregoing acts, and by way of example, Counterclaimant is
16 entitled to punitive or exemplary damages in an amount according to proof.

17 RELIEF

18 WHEREFORE, Counterclaimants pray:

19 1. That Counterdefendants, and each of them, their agents and servants be enjoined
20 during the pendency of this action and permanently from threatening to expose or impute
21 disgrace or crime to Counterclaimants;

22 2. That Counterdefendants, and each of them, their agents and servants be
23 compelled to pay jointly and severally all actual, consequential, incidental, statutory, punitive,
24 exemplary, pre-judgment interest and other damages caused by or awardable due to the wrongful
25 acts above;

26 3. That Counterdefendants, and each of them, be required to pay Counterclaimants'
27 reasonable attorney's fees and costs of this action; and

28 4. That Counterclaimants receive such other and further relief as this Court deems

1 just and proper.

3 RAY K. SHAHANI
ATTORNEY AT LAW

4 Dated: October 3, 2011

By: _____

5 Ray K. Shahani, Esq.
6 **Attorney for Counterclaimants**
7 **John C. Green, Louis J. Lopez, John C. Pyle**

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a jury trial of all issues in the above-captioned action which are
10 triable to a jury.

12 RAY K. SHAHANI
ATTORNEY AT LAW

13 Dated: October 3, 2011

By: _____

14 Ray K. Shahani, Esq.
15 **Attorney for Defendants and Counterclaimants**
16 **John C. Green, Louis J. Lopez, John C. Pyle**

18 **CERTIFICATION RE INTERESTED PARTIES OR PERSONS**

19 Pursuant to Civil L.R. 3-16, the undersigned certifies that as of this date, other than
20 the named parties, there is no such interest to report.

22 RAY K. SHAHANI
ATTORNEY AT LAW

23 Dated: October 3, 2011

By: _____

24 Ray K. Shahani, Esq.
25 **Attorney for Defendants and Counterclaimants**
26 **John C. Green, Louis J. Lopez, John C. Pyle**

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN MATEO

I am employed in the county of San Mateo, State of California. I am over the age of 18 and not a party to the within action; my business address is Twin Oaks Office Plaza, 477 Ninth Avenue, Suite 112, San Mateo, CA 94402-1854.

On October 5, 2011, I served the foregoing document described as :

1. ANSWER OF JOHN C. GREEN, LOUIS J. LOPEZ, AND JOHN C. PYLE TO COMPLAINT AND COUNTERCLAIMS.

on parties on the mailing list.

_____ by placing the true cop(ies) thereof enclosed in sealed envelopes addressed as stated on the attached mailing list.

_____ BY FIRST CLASS MAIL

I deposited such envelope in the mail in San Mateo, California. The envelope was mailed with postage thereon fully prepaid.

X BY ELECTRONIC MAIL

I caused each document to be sent by Electronic Mail to the email address(es) indicated in the mailing list.

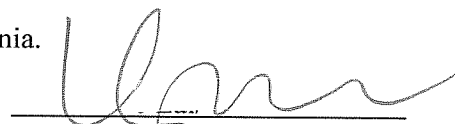
I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at SAN MATEO, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Mailing List:

Attorney for Plaintiff: Carolyn E. Wright, Esq. Law Office of Carolyn E. Wright LLC P.O. Box 430 Glenbrook, NV 89413 cewright@cewrightlaw.com	Attorney for Mainstream Data Inc. Lincoln D. Bandlow, Esq. Lathrop & Gage LLP 1888 Century Park East Suite 1000 Los Angeles, CA 90067 Lbandlow@lathropgage.com
Attorney for Jose L. Marin John Faustino Bazan, Esq. John F. Bazan Law Offices 7743 S. Painter Ave., Suite A Whittier, CA 90602 johnfbazan@yahoo.com	Scott McKiernan Zuma Press scott@zumapress.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 5, 2011, at San Mateo, California.


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